

Clayton Ridge CSD Clayton Ridge EA

7/1/2006 6/30/2007

AGREEMENT

BETWEEN

CLAYTON RIDGE COMMUNITY SCHOOLS

AND

CLAYTON RIDGE EDUCATION ASSOCIATION

2006-7

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ARTICLE I

INTRODUCTION

The Board of Directors of the Clayton Ridge Community School District, of the State of Iowa, and the Clayton Ridge Education Association agree as follows:

Article II

RECOGNITION

The Board of Directors of the Clayton Ridge Community School District recognizes the Clayton Ridge Education Association as the sole and exclusive negotiating agent for professional employees specifically as follows:

INCLUDED: All certified teachers, guidance counselors, librarians, and school nurses.

EXCLUDED: Superintendent, principals, secretaries, custodians, cooks, bus drivers, teacher's aides, and all others not included above.

Definitions of Terms - When used in this Agreement the following terms shall mean:

1. Employer - The term "Employer" shall mean the Clayton Ridge Community School District or any of its duly authorized representatives.
2. Association - The term "Association" shall mean the Clayton Ridge Education Association or any of its duly authorized representatives.
3. Employee - The term "Employee" shall mean professional employees as specifically stated in the Public Employment Relations Board's unit determination dated at Des Moines September Eleventh (11), 1975.
4. Board - The term "Board" shall mean the Board of Directors of the Clayton Ridge Community School District or any of its duly authorized representatives.
5. District - The term "District" shall mean Clayton Ridge Community School District or any of its duly authorized representatives.
6. Day - The term "Day" shall mean school day.

ARTICLE III

GRIEVANCE PROCEDURES

Section 1

A grievance shall mean only that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement. The term "grievant" shall mean the employee making the claim, or when applicable, the Association, making a claim on behalf of one or more employees.

An employee shall be free to resolve complaints with the employer without Association representation, however, at no time will an employee be denied Association representation if requested by the grievant.

Section 2

Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures. However, when two or more employees covered by this agreement have individual grievances arising from the same occurrence the Association, instead of the employees, shall have the right to present the grievance in accordance with these procedures.

The failure of any employee or the Association to initiate a grievance or appeal it to the next level within the prescribed time limits shall act as a bar to any further appeal, and if an administrator fails to give a decision within the time limit the grievant shall proceed to the next step. All time limits consist of school days (defined as consecutive contract days of employment) unless a grievance is submitted less than ten (10) days before the close of the current school term in which case it will be processed within a maximum of thirty (30) days. The time limits, however, may be extended by mutual agreement.

Any investigation or other work on the grievance shall be done without any interruption of the grievant's instructional or work-related duties.

Section 3

An attempt shall be made to resolve any grievance in informal discussions between the grievant and his or her immediate supervisor.

If the grievance cannot be resolved informally, the grievant shall file a grievance (defined as Step 1) in writing on "Grievance Report Form A" (attached in appendix) and, at a mutually agreeable time, discuss the matter with the grievant's supervisor. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of this agreement in contention, and shall state the remedy requested. The filing of this formal written grievance at Step 1 must be within fifteen (15) days from the date of the event.

The supervisor or their designee shall make a decision on the grievance and communicate it in writing to the employee and the superintendent within six (6) days after receipt of the grievance. The employee shall acknowledge receipt of this written decision by signing the Grievance Form, but this signature does not mean that the employee agrees with the decision.

Section 4

If the grievance has not been satisfactorily resolved at Step 1, the grievant shall proceed to Step 2 within five (5) days of the employee's receipt of the Step 1 written decision. Within six (6) days of receipt of the employee's Step 2 grievance form, the employee and the superintendent or designee shall meet to attempt to resolve the grievance. If this meeting does not satisfactorily resolve the grievance, the superintendent or designee shall communicate their decision in writing to the employee and his immediate supervisor within ten (10) days.

Section 5

If the grievance is not resolved at Step 2, the grievance may proceed to Step 3, binding arbitration. Within thirty (30) days of receipt of the Step 2 decision, the Association will submit, on behalf of the grievant, a written request to the superintendent and Board to enter into arbitration. The arbitration proceedings shall be conducted by an arbitrator, which will be selected by the two parties within seven (7) days after said request is made.

If the two parties fail to reach agreement on an arbitrator within seven (7) days, PERB will be requested to provide a panel of seven (7) arbitrators. Each of the two parties, beginning with the District, will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator.

The decision of the arbitrator will be binding on both parties. The arbitrator's fees and expenses shall be borne equally by the Employer and the Association. Any other costs or expenses shall be borne by the party incurring them.

Questions of arbitration eligibility shall be heard by the arbitrator at the same meeting where the merits of the grievance are presented, however this shall in no way be construed as preventing either party from challenging the appropriateness of the grieved subject throughout the grievance procedure.

The arbitrator, in their opinion, shall not amend, modify, nullify, ignore, or add to the provision of the agreement. Their authority shall be strictly limited to deciding only the issue or issues presented to them in writing by the Employer and the Association and the decision must be based solely on their interpretation of the meaning or application of the expressed relevant language of this agreement.

Section 6

If the Association or any employee files any formal written claim or complaint in any form other than under the grievance procedures of this agreement, then the Employer shall not be required to process the same claim or set of facts through the grievance procedure.

ARTICLE IV

PAYROLL DEDUCTION

A. Authorization

An employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction for professional dues. The form of the Assignment shall be as set forth in Form B.

B. Regular Deduction

Pursuant to a deduction authorization, the Board shall deduct an equal portion of the total dues from the regular salary check of the employee each pay period from September 5th through May 5th.

Form B (attached in appendix) shall be provided to the business office 10 calendar days prior to the initial pay period.

- C. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities and insurance.
- D. The Association agrees to indemnify and hold harmless the Board, each individual board member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for dues deductions.

ARTICLE V

WAGES AND CONTRACT YEAR

SALARY SCHEDULE 2006-7

Yrs Exp	Index Figure	Nurse Index Figure	Nurse Salary	B.A. Degree 1.00	B.A. Plus 10 1.06	B.A. Plus 20 1.12	M.A. Degree 1.18	M.A. Plus 10 1.24
0	1.00	.80	20,408	25,510	27,041	28,571	30,102	31,632
1	1.04	.83	21,173	26,530	28,061	29,592	31,122	32,653
2	1.08	.86	21,939	27,551	29,081	30,612	32,143	33,673
3	1.12	.89	22,704	28,571	30,102	31,632	33,163	34,694
4	1.16	.92	23,469	29,592	31,122	32,653	34,183	35,714
5	1.20	.95	24,235	30,612	32,143	33,673	35,204	36,734
6	1.24	.98	25,000	31,632	33,163	34,694	36,224	37,755
7	1.28	1.01	25,765	32,653	34,183	35,714	37,245	38,775
8	1.32	1.04	26,530	33,673	35,204	36,734	38,265	39,796
9	1.36	1.07	27,296	34,694	36,224	37,755	39,285	40,816
10	1.40	1.10	29,183	35,714	37,245	38,775	40,306	41,836
11	1.44				38,265	39,796	41,326	42,857
12	1.48					40,816	42,347	43,877
13	1.52						43,367	44,898
14	1.56						44,387	45,918

- A. Contract Year: Work year for contracted certified employees will be 186 days.
- B. Wage and Contract Year: Any employee who works beyond 186 school days will be paid at a per diem rate of the contracted salary.
- C. Each employee shall automatically advance one step down on the salary schedule at the end of each contract year until the maximum is reached.
- D. Method of Payment
1. Pay Periods.
Each employee shall be paid in twenty-four (24) equal installments on the fifth (5th) and twentieth (20) of each month. Employees shall receive their checks/direct deposit stubs at their regular building.

Summer checks/direct deposit stubs shall be picked up at the Business Office on the scheduled pay date or mailed to the address designated by the employee.

 - 2. Exceptions.
When a pay date falls on or during a school holiday or weekend employees shall receive their pay on the last previous working day.
 - 3. Final Pay of Final Year.
Each employee shall have the option of receiving all or any part of his/her earned, contracted salary on the last period of the in-school work year.

E. Professional Development and Educational Improvement.

1. Application.

An employee who plans to enroll in a course or in a graduate program, and wishes this work to apply toward advancing educational lanes on the salary schedule shall follow these guidelines. An employee shall meet with his/her principal and the superintendent to discuss his/her plan for advancement prior to the Board approving graduate hours.

- a. Courses must be completed at a college or university offering an accredited graduate program.
- b. Additional hours beyond a baccalaureate degree level must be in the teacher's respective teaching field and be toward an advanced degree. The college or university course of study (credit hour requirements) shall be provided by the applicant to validate qualifying credit hours earned.
- c. Masters degrees and any graduate hours in any phase of Educational Administration for certification as a Principal or Superintendent will not be allowed as the equivalent of an advanced degree or graduate hours for advancement on the salary schedule.
- d. The Board recognizes that in certain circumstances graduate hours may be beneficial to the teacher, the District, and the educational process although not directly applicable to an advanced degree in that teacher's respective teaching field. Therefore, the Board may make exceptions to the general rule that graduate hours must be toward an advanced degree in the teacher's respective teaching field. Employees requesting an exception shall do so in writing prior to enrolling in the course.
- e. Present teachers in the District now holding masters degrees or higher, as well as any additional hours beyond a baccalaureate degree, previously approved by the Board of Directors not in their respective teaching fields, will remain in their present salary lane for the term of this contract.
- f. If an education stipend is to be added to next year's contract it must be submitted to the Board for approval by March 1.

2. Remuneration.

- a. Upon successful completion of an approved course or seminar, the employee shall notify the superintendent, or designee.
- b. Evidence of completion shall be a transcript of the additional credit hours.
- c. To receive educational stipend advances, notification must be made five calendar days prior to the September pay period.

- F. Phase II funds shall be distributed according to a schedule to be determined by the association. The association agrees to provide the schedule to the District no later than June 30th, and the district agrees to make the distribution, less required deductions, according to said schedule.

This schedule may be attached to the Master Contract but shall not be a part of the Master Contract.

In the event the District does not receive Phase II funds but distributions have been made, the teachers shall reimburse the District for such amount already distributed.

The District shall be responsible for calculating the total Phase II funds to be received. All Phase II funds, less required deductions, shall be distributed to the teachers.

- G. Phase III money shall be distributed according to a plan approved by the Association and the Board in compliance with the Master Contract.

- H. Supplemental Pay (Schedule A). All percentages are calculated on the current BA Salary Lane. Individuals will advance up to Step 10 based on the number of years of experience she/he has in the same coaching or advisor position.

Anyone changing positions within the same sport will carry forward the years of experience from their previous position (e.g. Assistant Varsity Basketball to Varsity Basketball).

Summer Drivers Education positions shall be based on the BA Lane, Step 0, with no advancement for experience.

SCHEDULE A – SUPPLEMENTAL PAY

Music/Drama

Instrumental Music	High School	13.5%
	Middle School	8.0%
	Elementary	1.5%
Vocal Music	High School	9.0%
	Middle School	6.0%
Musical	High School	7.0%
	Middle School	4.0%
Plays	High School	5.0%
	Middle School	4.0%
Speech	High School	4.5%

Drill Team

Head Coach	8.0 %
Assistant	1.5%

Basketball, Football, Volleyball, Wrestling

Varsity	13.5%
Assistant Varsity	9.5%
Junior High	6.0%
Assistant Junior High	6.0%

Baseball, Softball

Varsity	13.5%
Assistant Varsity	9.5%

Track

Varsity	10.0%
Assistant Varsity	6.0%
Junior High	6.0%

Cross Country

Varsity (Boys & Girls Combination)	10.0%
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Other

Middle School Student Council	2.5%
Cheerleading (per season)	4.0%
Majorette Sponsor	3.0%
National Honor Society	2.0%
FCCLA	2.0%
FFA	7.0%
Scorekeepers	\$20 per night
Timekeepers	\$20 per night
Football Announcers	\$20 per night
Pep Bus Chaperones	\$20 per night
Ticket Takers and Sellers	\$20 per night
Summer Drivers Education	.65% per student

Golf

Varsity (Boys & Girls Combination)	10.0%
Assistant (Boys & Girls Combination)	5.5%

Annual

One employee, no assistant	9.5%
Head	5.25%
Assistant	4.25%

Athletic Director

High School	15.0%
Middle School	10.0%

All extra curricular supplemental pay positions will be at the discretion of the Board of Education.

ARTICLE VI

HOLIDAYS AND VACATIONS

A. Holidays

The following will be considered holidays:

Labor Day, Thanksgiving Day, President's Day, Good Friday, Christmas, and Memorial Day.

All holidays shall not be construed to be days above and beyond the contract. There shall be no compensation granted for the holidays observed.

B. Vacation Periods.

The following will be considered minimum vacation periods, unless mutually agreed upon:

Monday following Easter, Friday following Thanksgiving, December 23 through January 2

The school calendar approved by the Board shall include all vacation periods. All vacations shall not be construed to be days above and beyond the contract. There shall be no compensation granted for the vacation days observed.

ARTICLE VII

INSURANCES

A. Insurance for Full Time Employees

1. The Board agrees to make the following payments toward employee's monthly payments for health and major medical insurance:

Single Coverage	\$510.00 per month
Family Coverage	\$750.00 per month

2. The difference between the single coverage amount and the single coverage premium may be applied toward a tax-sheltered annuity and/or board-provided group insurance as shown below.

3. The Board agrees to pay \$12.00 per month toward the premium for single dental insurance coverage, with the understanding that if more than one family member is a member of the bargaining unit, they may apply their individual single premium for family coverage.

4. The Board further agrees that health, dental, life, and long-term disability insurance coverage shall be for a full twelve-month period beginning September 1 and ending August 31.

5. The Board agrees to provide Group Term Life Insurance for \$20,000 coverage per member and Long Term Disability Insurance to the association members, at a cost not to exceed nine thousand four hundred dollars (\$9,400.00), for the entire contract year.

6. If more than one family member is a member of the bargaining unit, the total district contribution to health insurance and tax sheltered annuities shall not exceed the amount allowed for family coverage plus \$80.

B. The Board agrees to pro-rate insurance payments for part time employees who are employed at least .5 Full Time Equivalency.

ARTICLE VIII

LEAVES

Employee shall notify the Superintendent, or designee, as soon as possible of any absence due to an emergency. This shall apply to all leaves.

A. Sick Leave

Employees shall be eligible for sick leave with full salary for personal illness or injury not covered by workmen's compensation as follows:

Part-time employees shall receive sick leave days on a pro-rated percentage of full-time equivalency of employment.

Full Time

First year of employment	18 days
Second year of employment	19 days
Third year of employment	20 days
Fourth year of employment and subsequent years	21 days

The preceding shall apply only to consecutive years of employment and unused portions shall be cumulative to a maximum of one hundred twenty (120) days.

The Employer or an authorized representative, the Superintendent or a Principal, may require reasonable evidence as may be desired for confirming the necessity of sick leave, such as a medical certificate or employee's written statement. The Employer shall determine any disputed sick leave, and no salary shall be allowed for sick leave until the Employee has provided evidence.

Medical certification will not generally be required to substantiate sick leave absences of three consecutive working days or less. In the event that the Employer has reason to believe that an Employee is abusing his/her sick leave privileges, the Employee may be required to furnish medical certificates or a written statement, which shall set forth the reasons for sick leave. The employee shall have the right to choose between a certificate and a written statement. Should an employee obtain a false medical certificate, furnish a false written statement, or fail or refuse to furnish the employer with a medical certificate or a written statement, then such employee may be disciplined appropriately, including a dismissal.

Allowance for one-half sick leave day shall be at the discretion of the Superintendent or designee.

Sick leave will be granted for medical and dental appointments, only if the appointment is for the treatment of the employee's illness or injury. Sick leave shall not be granted for routine medical and dental exams.

Five (5) sick leave days will be granted yearly from accumulated sick leave for illness of an immediate family member (spouse, child, or parent). This leave will not be cumulative.

Adoption Leave: An employee may use 15 days of sick leave for an adoption.

B. Personal Leaves

A leave of absence of three (3) days per year shall be granted for personal leave. Personal leave days shall be cumulative to a maximum of five (5) days. Notification for personal leave shall be made at least twenty-four (24) hours before taking such leave. If personal leave is taken without prior notice because of an emergency, employees must submit a written notification of such leave in order to receive any salary for those days for which they were absent. Only two members of the faculty may be gone at one time, unless it can be arranged by the supervisor, and shall not be taken the day after holidays or prior to holidays unless approved by the Superintendent.

C. Professional Leave

Professional leaves may be granted as approved by the Superintendent and the Board.

The district shall pay travel, meals, and registration fees if an employee is representing the school, supervising students, or attending at the request of the Superintendent.

D. Bereavement Leave

A leave of five (5) days shall be granted at any one time in the event of the death of an employee's spouse, child, or parent, brother, sister, grandparent, or grandchild.

A leave of four (4) days shall be granted at any one time in the event of the death of an employee's brother, sister, grandparent, or grandchild.

A leave of two (2) days shall be granted at any one time in the event of the death of an employee's father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

A maximum leave of two (2) days only per year shall be granted in the event of the death of other relatives or non-relatives.

E. Emergency Leave

Leaves of absence with full salary may be granted at the discretion of the superintendent, or designee, for any emergency, such as serious illness or injury of an employee's relative.

F. Jury and Legal Leaves

An employee called for jury duty during school hours or who is subpoenaed to appear in any judicial or administrative proceeding shall be provided such time for such appearances without salary loss.

Any fees or remuneration, excepting reimbursement for expenses, the employee receives during such leave, shall be turned over to the Board.

Paid jury and legal leave will not be approved for employees who initiate the action.

G. Association Leave

Employer agrees to provide four (4) working days for association leave with full salary as well as the cost of the substitute paid by employer.

Association leave will be used only for state and national conventions.

Employer agrees to provide an additional four (4) days for association leave with salary with the cost of the substitutes paid by the association.

H. Such leaves as described in Section 3-8 are non-accumulative.

I. Extended Leave

An employee who exhausts his or her accumulated sick leave as described in paragraph 1 of this article due to continued personal illness or injury shall continue his or her status as an employee subject to the following:

1. An extended leave to a maximum of 5 months shall be applicable during which time the District shall continue medical and dental insurance, but no other benefits not otherwise required by this contract.
2. Upon the death of an employee the obligation of the district to continue medical coverage shall cease.
3. An employee may not take another extended leave until one year has elapsed from the end of a prior extended leave.

J. Family and Medical Leave

Family and medical leaves shall be pursuant to the law.

ARTICLE IX

HOURS

A. Employee Work Day

1. Hours and Work Day

Teachers shall report for duty no later than 7:45 a.m. and may leave at 3:45 p.m. except for extenuating circumstances or early bird classes. Teachers may be released for good reason after 3:15 p.m. upon approval by the principal.

Teachers shall report for duty thirty minutes prior to the start of classes on days delayed due to inclement weather.

Teachers may leave immediately after school buses depart on: Fridays, days before holidays or vacations, days students are dismissed early for inclement weather or for other circumstances.

Teachers may be required to remain on duty to participate in activities set forth in paragraph 3 (below), in emergencies, or when their students remain unsupervised in the building after dismissal.

2. Field Trips

Field Trips are to be considered an extension of the regular day on which they are scheduled provided they begin during the teacher's workday (7:45 to 3:45 p.m.). Any time beyond the workday shall be without remuneration.

3. Meetings

a. Faculty - The administration may call no more than of four (4) faculty meetings per month provided such meetings are directly related to the educational program and such meetings will be limited to no longer than one (1) hour in length.

b. Open House - On days when an open house is scheduled and teachers are required to be present, teachers will be dismissed 5 minutes after students are dismissed.

c. Parent Conferences and Staffings - Parent conferences and staffings will be considered an extension of the regular day and shall be without extra pay.

d. Supervisory Function Outside the School Day - Each teacher upon request from his/her principal will assist with supervisory duties at three (3) of the following events - music programs, plays, exhibits, science fairs, unpaid athletic events - during each school year without compensation.

e. Class Sponsorships - Teachers in the high school will be assigned a class to sponsor and remain class sponsors for that group through graduation. They will supervise class-sponsored activities, excluding senior class trips, without additional compensation. Adjustments may be made when deemed necessary.

f. Association meetings may be held five (5) minutes after students are dismissed.

B. Preparation Time

1. All employees teaching classes seventh through twelfth grade shall have one preparation period per student day, resulting in an average of 215 minutes per week for the year.

2. All employees teaching classes Prekindergarten through sixth grade shall have at least 160 minutes of preparation time per week to be taken when their students are attending Physical Education, Art, and Music classes (if substitutes are available). The administration will make every reasonable effort to secure substitutes.

3. The building principal shall consult with those employees teaching classes kindergarten through sixth grade when scheduling recess duties. When they are not on recess duty they may use that time period for classroom preparation.
4. An amount of \$10.00 per class period or \$20.00 per block period shall be paid the employee for assuming another employee's duties in the event a substitute is not available.

C. Extra Class Assignment

One fourteenth (1/14) of the contract salary per semester will be paid for each extra class assignment at the secondary level.

ARTICLE X

REDUCTION OF STAFF

- A. It shall be the sole decision of the Board to determine when there shall be a reduction in staff. The areas (grade levels, subject, etc) where the reduction(s) will occur will be determined by the Board.
- B. Seniority. Seniority is defined as continuous years of experience at Clayton Ridge Community School District including those continuous years of experience for either the Garnavillo or Guttenberg districts immediately preceding the merger on July 1, 2005.

Seniority shall be applied within each of the following categories:

<u>K-8</u>	<u>7-12</u>	Art	Business Ed	Instrumental Music
	English/Lang Arts		Foreign Lang	Family & Cons Science
	Guidance	Industrial Tech	Library/media	Math
	Nurse	PE	Science	Social Studies
	Vocal Music	Voc Agriculture		Special Ed

- C. Staff reduction.
1. The employer will attempt to reduce staff by attrition and voluntary transfers.
 2. The employer will attempt to reassign employees who are subject to reduction. This does not limit the power of the district to perform involuntary transfers per Article XIV.
 3. The employer will reduce the least senior employee within the category, unless the district determines that said employee needs to be retained for continuation of a district program due to an employee's certifications, endorsements, academic preparation and training.
- D. Recall.
- Laid off employees shall advise the superintendent or designee of his or her current address during such lay off. If the employer decides that there is a vacancy, employees with the required endorsements shall be recalled in the inverse order of lay off. Employees with less than two full continuous years of employment with the employer shall have no right to recall under this article.
- If an employee fails to notify the superintendent or designee of a change of address or fails within five (5) business days after receipt of written notice by registered mail, of this article, to notify the employer or designee of his or her intention and availability to return to work, all recall rights shall terminate. Seniority, experience credit, and fringe benefits shall not accrue during period of lay off.
- E. Recall Rights.
- Any teacher terminated pursuant to this section shall have recall rights for two (2) years from effective date of termination. Any terminated teacher who wishes to return should inform the superintendent annually by March 1st or earlier. Once an employee has been recalled and refuses a full-time job, he/she shall have waived any further recall rights under this policy.
- F. Notification. The administration shall provide written notice to any teacher affected by reduction according to state teacher contract termination notification deadline.
- G. Benefits. Upon exercising his/her recall rights, any teacher shall be given back his/her prior experience rating in the district. He/she shall also get all benefits and salaries pursuant to the current salary schedule at the time of recall.
- H. Seniority List. On the nearest school day to October 15 of each year, the Superintendent or designee shall make public a list showing each employee's district seniority. The date of posting the list shall be indicated thereon. The seniority list shall include the person's name, the endorsement and approval code numbers on each employee. Employees shall notify the Superintendent of any corrections to the list within seven (7) working days.

ARTICLE XI

SAFETY PROVISIONS

A. Employee Equipment

Each employee shall be provided a desk, chair, and a storage area. Lockable storage facilities shall be provided whenever possible.

B. Protective Devices

Those Employees, who as a part of their assigned duties must conduct or be present in shop, art, or laboratory classes, shall wear safety equipment provided by the Employer. The Employee shall wear such equipment in a proper manner.

C. Unsafe and Hazardous Conditions

Any known hazardous or unsafe conditions shall be brought to the attention of the administration.

D. Reporting Assaults

Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or their immediate supervisor and to the police. Such notification shall be immediately forwarded to the President of the Association and to the Superintendent. The Superintendent may act as a liaison between the employee, the police and the courts.

E. Employer and Employee agree that the operation of an effective educational system requires the mutual assurance of public support for the actions of the other. Provided, however, both Employer and Employee agree that each are not bound to give support to the other when, in the determination of either the employer or employee, the other party appears to have engaged in an illegal or unwarranted tortuous act or acts.

ARTICLE XII

EMPLOYEE EVALUATION

The teacher evaluation system is comprised of three types (tiers) of professional staff evaluation: (1) mentoring and induction for beginning teachers, (2) Individual Career Development Plans for all career teachers, and (3) Intensive Assistance programs for career teachers not meeting District expectations for the Iowa Teaching Standards and Criteria.

Three Tier Components of the District's Teacher Evaluation System

Tier I – Applies to teachers new to the District and includes mentoring, induction and a comprehensive evaluation for each beginning teacher before the end of their second year of teaching.

Tier II – Applies to career teachers, and includes a performance review at least once every three (3) years as well as each teacher's implementation of his/her individual or group Career Development Plans.

Tier III – Applies to career teachers performing below District expectations for Iowa Teaching Standards and Criteria and includes development and implementation of intensive assistance plans.

Tier I Beginning Teacher Evaluation

The Beginning Teacher Evaluation is a two-year plan that applies to all newly hired teachers, including those with previous experience.

Initial Meeting

Prior to October 1 of their first year, a District administrator will meet with all beginning teachers to review the expectations, evaluation timelines, Iowa Teaching Standards, evaluation guidelines, and forms.

Formal Observations

The evaluator will conduct a minimum of three (3) formal observations of the teacher prior to May 1 each year. For each of these observations the teacher and evaluator will participate in both a pre-observation and post-observation conferences.

One of the formal observations will be of an extended duration over multiple class periods and/or the same class period over multiple days.

Informal Observations and Other Information

Informal observations may also be used at the discretion of the evaluator. Informal observations may include unannounced classroom observations or walkthroughs, and the teacher's professional conduct in a variety of educational settings.

Professional Portfolio

Each beginning teacher will develop and maintain a cumulative professional portfolio for years one and two. The evaluator shall review and assess the portfolio, periodically and meet with the beginning teacher to discuss the evaluator's assessment.

Summative Conferences and Comprehensive Evaluation

The evaluator and the first-year teacher will have a summative conference on or before May 1. In addition to the summative conference for the second year teacher, the evaluator shall provide a written Comprehensive Evaluation on or before May 1. The Comprehensive Evaluation will include either the evaluator's recommendation for the teacher's licensure or a recommendation that the teacher continue to participate in the District's mentoring and induction program for another year.-

Tier II Career Teacher Evaluation

Individual Career Development Plan (ICDP)

Each career teacher shall have an Individual Career Development Plan (ICDP). The activities included in the teacher's ICDP may be unique to that teacher, or, with the evaluator's approval, as a distinguishing part of the individual's contribution to a group teacher career development activity developed as a group teacher career development plan. Each teacher's plan shall be based on: (1) the needs of the teacher, (2) the Iowa Teaching Standards, and (3) the student achievement goals of the teacher's attendance center. However, a teacher assigned to multiple schools shall develop only one ICDP.

Upon successful completion of all of the goals of the teacher's current ICDP, the teacher will develop a new ICDP as soon as practical, typically within 4 to 6 weeks.

The ICDP Process

1. The ICDP will be drafted by the teacher and include identification of other staff members working collaboratively with the teacher to implement the plan.
2. The teacher will meet with the evaluator to review the draft plan and will make all necessary revisions to the plan and submit the plan to the evaluator for approval. Both the teacher and evaluator retain a copy of the approved plan.
3. Each year the teacher will create an Annual Update of their ICDP and submit it to the evaluator for approval. Both the teacher and evaluator will retain a signed copy of this report that will be placed in the teacher's personnel file.
4. The teacher and evaluator will have an annual conference to review the teacher's progress in meeting the ICDP goals, to review the teacher's collaborative work with other staff, and to modify the plan as necessary. Additional meetings may be initiated by the evaluator or teacher.

Performance Review

A Performance Review is a summative evaluation of a career teacher used to determine whether the teacher's practice meets District expectations and the Iowa Teaching Standards and Criteria. At least once every three (3) years the performance of each career teacher will be evaluated. The Performance Review shall include the evaluator's assessment of the teacher's performance since his/her last evaluation based upon Formal Observations, Informal Observations, Other Information and the teacher's progress in implementing the teacher's ICDP.

Initial Meeting

Prior to October 1, a District administrator will meet with all career teachers scheduled for evaluation that school year to review the expectations, evaluation timelines, Iowa Teaching Standards and Criteria, evaluation guidelines, and forms.

Formal Observations

Prior to May 1, the evaluator will schedule and conduct at least two (2) formal observations. For each of these observations the teacher and evaluator will participate in both pre-observation and post-observation conferences.

Informal Observations and Other Information

Informal observations may also be used at the discretion of the evaluator. Informal observations may include unannounced classroom observations or walkthroughs, and the teacher's professional conduct in a variety of educational settings.

Tier III Intensive Assistance

The Intensive Assistance process is designed to provide a structured, focused plan of action for a teacher whose Performance Review indicates he/she is not meeting District expectations for the Iowa Teaching Standards and Criteria. Intensive Assistance may begin at any time during the year; however, the duration of the Intensive Assistance process, inclusive of both the Awareness and Assistance Phases, shall not last longer than twelve (12) months. Because of the nature of the Intensive Assistance process, all participants are required to maintain the strictest confidentiality.

Awareness Phase

Most performance issues identified in the Performance Review process are resolved informally, in a professional, collaborative manner. However, those that are not resolved promptly, require more structure and focus. The Awareness Phase may vary in duration, but will not exceed three (3) months. While in the Awareness Phase, unless directed otherwise by the evaluator, the teacher is expected to meet all of the performance standards and applicable timelines for the Tier II Performance Review process, including pursuit of the goals included in his/her Career Development Plan.

1. The Awareness Phase process is initiated by the evaluator who notifies the teacher in writing that he/she is being placed on the Intensive Assistance (IA) track. The notice will contain the performance issue(s) to be addressed, convey the specific conduct that does not meet the Iowa Teaching Standards and identify the basis for the evaluator's conclusion that Intensive Assistance is appropriate.

The evaluator will retain a copy of this notice in an Intensive Assistance working file for the teacher. If the concern is not resolved during the Awareness Phase a copy of the notice will be placed in the teacher's personnel file.

2. The evaluator and teacher will meet to clarify the duration of the Awareness Phase and to develop a plan to improve the teacher's performance to the level required. As a result of this meeting, they will complete the Awareness Phase Form outlining the steps to be taken, a timeline for completion of the

performance improvement, a schedule of progress reports and the expected outcomes that will indicate that the required improvement has been accomplished.

3. At the conclusion of the Awareness Phase, the evaluator and teacher will meet to review the teacher's progress. The evaluator will determine whether or not the performance issue has been resolved and inform the teacher either that the problem has been resolved or that he/she will continue in the Intensive Assistance process by participating in the Assistance Phase.

4. The teacher will be notified in writing of the evaluator's conclusion; a copy of the evaluator's conclusion shall be placed in the teacher's personnel file only upon assignment of the teacher to the Assistance Phase.

Assistance Phase

1. The Assistance Phase will be initiated by the evaluator providing to the teacher a written statement outlining the specific Iowa Teaching Standards that have not been met and the reasons for his/her conclusion. The evaluator may release the teacher from his/her Performance Review obligations (Tier II).

2. The teacher and evaluator will develop an Assistance Plan that includes: specific goals that are measurable, action-oriented, realistic, and time-bound. The plan will also include strategies to be applied in achieving the goals, intended timelines for strategic action, and specific criteria for evaluating the plan's successful completion.

3. The duration of the Assistance Phase will vary with the needs of the teacher. However, the duration of all Tier III activity (including both Awareness and Assistance Phases) cannot exceed twelve (12) months.

4. At the end of the Assistance Phase, the evaluator will complete a final summary form and determine which of the following is applicable:

- The teacher's performance has improved to the extent that all Iowa Teaching Standards and Criteria are now met; the teacher is released from Tier III and will continue or resume all Performance Review obligations of Tier II.
- The teacher's performance shows some improvement and the Assistance Phase will be extended; however, the duration of the entire Intensive Assistance process will not be extended beyond the original twelve (12) months.
- The teacher's performance remains unsatisfactory; it has not improved enough that he/she consistently meets District expectations for Iowa Teaching Standards and Criteria.

ARTICLE XIII

VOLUNTARY TRANSFERS

A. Definition of Transfer

The movement of an Employee to a different assignment, grade level, subject area or building shall be considered a transfer.

B. Notification of Vacancies:

1. Date

The Superintendent shall post in all Clayton Ridge offices a list of the vacancies which occur during the school year and for the following school year upon knowledge of vacancies.

2. Filing Requests

Employees who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the employee desires to be transferred. Such requests for transfer and reassignments for the following year shall be submitted not later than 15 days after the notification of the vacancy.

C. Procedures

In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual Employee shall be honored to the extent that the transfer does not conflict with the instructional requirements of the school system as determined by the Board. If more than one Employee has applied for the same position, the determination as to which employee shall receive it shall be made on the basis of seniority, certification and academic preparation.

ARTICLE XIV

INVOLUNTARY TRANSFERS

A. Definition of Transfer

The movement of an employee to a different building, grade level or subject area shall be considered a transfer.

B. Use of Voluntary Requests

No position shall be filled by means of involuntary transfer if a voluntary transfer is available to fill said position; provided, however, nothing herein shall prohibit the Superintendent or his designee from hiring a new employee to fill said position.

C. Notice

Notice of an involuntary transfer shall be given in writing to the affected employee as soon as practical.

D. Meeting

An involuntary transfer shall be made only after a meeting between the employee involved, the Association Representative if requested by employee, and the superintendent or designee, at which time the employee shall be given written reason(s) therefore.

ARTICLE XV

SENIORITY PROVISIONS

When two or more teachers desire the same position and their qualifications, certification, and competence (defined as skill and ability) are, in the sole judgment of the administration, equal, seniority as defined in Article X will prevail in making the assignments.

ARTICLE XVI

DUTIES DURING LUNCH PERIOD

Employer and Association agree that all employees, except the school nurse, shall maintain lunchroom supervision of students. The appropriate principal shall complete schedules. Scheduling shall be determined at the beginning of each semester. Scheduling shall also provide for rotation of duties and time periods with each teacher. High School teachers will assume responsibilities equally, with a maximum of 20 days per semester.

When a teacher is assigned to lunchroom supervision, schedules shall be arranged to allow each teacher time to have a meal.

ARTICLE XVII

COMPLIANCE CLAUSES AND DURATION

1. Reparability.

If any provisions of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting. All other provisions or applications shall continue in full force and effect.

2. Printing Agreement.

Copies of the Agreement shall be printed with cost shared 50% by Clayton Ridge Education Association and 50% by the Board after agreement on format within fifty (50) days after the Agreement is signed. The Agreement shall be presented to all Employees now employed or hereafter employed by the Board.

3. Notices.

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so in person or by letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

a. If by Association, to Board President at 131 South River Park Drive, Guttenberg, Iowa 52052.

b. If by Board, to Association President at 131 South River Park Drive, Guttenberg, Iowa 52052, or to an address supplied by the Association President.

4. Duration Period.

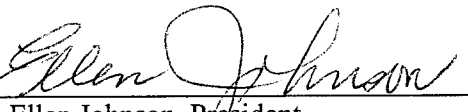
This Agreement shall be effective as of July 1, 2006, and shall continue in effect until June 30, 2007.


5. Signature Clause.

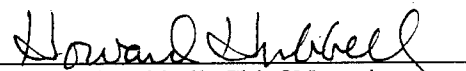
In Witness Whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the 10th day of April, 2006.

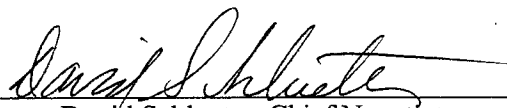
CLAYTON RIDGE EDUCATION ASSOCIATION

CLAYTON RIDGE COMMUNITY
SCHOOL DISTRICT

By 
Ellen Johnson, President

By 
Roger Balk, President

By 
Howard Hubbell, Chief Negotiator

By 
David Schlueter, Chief Negotiator

GRIEVANCE REPORT FORM A

Step 1

Grievant _____

Date filed _____

Date alleged grievance occurred _____

Section (s) of Agreement alleged to have been violated, misinterpreted or misapplied

Nature of the Grievance _____

Relief Sought _____

Signature of Grievant

Distribution: GEA President ____ Grievant ____ Supervisor ____ Superintendent ____

Disposition by immediate Supervisor _____

Date _____

Signature of immediate supervisor

Date _____

Signature of grievant

Step 2

I request that this grievance be submitted to the superintendent or his designee as per section 4 of the grievance procedure.

Date _____

Signature of Grievant

Disposition by the superintendent _____

Date _____

Signature of Superintendent

Step 3

As president of the Clayton Ridge Education Association, I request that this grievance be submitted for arbitration as per Section 5 of the grievance procedure.

Date _____

Signature of CREA President

Date _____

Signature of Grievant

I acknowledge receipt of this request and will proceed as per Section 5 of the grievance procedure.

Date _____

Signature of Superintendent or Designee

FORM B

Clayton Ridge Education Association

Dues Deduction Authorization Form

Name

Annual Deduction \$ _____

I hereby authorize the Board to deduct from my earnings each pay period through May 5th, an amount to provide for total payment of my professional dues.

Date

Signature